

STATE OF SOUTH CAROLINA

(Caption of Case)

IN RE:

Sprint Communications, L.P.,

Complainant,

PBT Telecom, Inc.

Defendant.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET  
NUMBER: 2008 - 389 - C

(Please type or print)

Submitted by: Margaret M. Fox

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)

- ☐ Electric  
☐ Electric/Gas  
☐ Electric/Telecommunications  
☐ Electric/Water  
☐ Electric/Water/Telecom.  
☐ Electric/Water/Sewer  
☐ Gas  
☐ Railroad  
☐ Sewer  
☒ Telecommunications  
☐ Transportation  
☐ Water  
☐ Water/Sewer  
☐ Administrative Matter  
☐ Other:

NATURE OF ACTION (Check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Affidavit                 | <input checked="" type="checkbox"/> Letter                 | <input type="checkbox"/> Request                   |
| <input type="checkbox"/> Agreement                 | <input type="checkbox"/> Memorandum                        | <input type="checkbox"/> Request for Certification |
| <input checked="" type="checkbox"/> Answer         | <input type="checkbox"/> Motion                            | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review          | <input type="checkbox"/> Objection                         | <input type="checkbox"/> Resale Agreement          |
| <input type="checkbox"/> Application               | <input type="checkbox"/> Petition                          | <input type="checkbox"/> Resale Amendment          |
| <input type="checkbox"/> Brief                     | <input type="checkbox"/> Petition for Reconsideration      | <input type="checkbox"/> Reservation Letter        |
| <input type="checkbox"/> Certificate               | <input type="checkbox"/> Petition for Rulemaking           | <input type="checkbox"/> Response                  |
| <input type="checkbox"/> Comments                  | <input type="checkbox"/> Petition for Rule to Show Cause   | <input type="checkbox"/> Response to Discovery     |
| <input type="checkbox"/> Complaint                 | <input type="checkbox"/> Petition to Intervene             | <input type="checkbox"/> Return to Petition        |
| <input type="checkbox"/> Consent Order             | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation               |
| <input type="checkbox"/> Discovery                 | <input type="checkbox"/> Prefiled Testimony                | <input type="checkbox"/> Subpoena                  |
| <input type="checkbox"/> Exhibit                   | <input type="checkbox"/> Promotion                         | <input type="checkbox"/> Tariff                    |
| <input type="checkbox"/> Expedited Consideration   | <input type="checkbox"/> Proposed Oder                     | <input type="checkbox"/> Other:                    |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest                           |  |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit             |  |
| <input type="checkbox"/> Late-Filed Exhibit        | <input type="checkbox"/> Report                            |  |

Print Form

Reset Form

# MCNAIR

ATTORNEYS

M. John Bowen, Jr.

March 24, 2009

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*via Electronic Filing*

The Honorable Charles L.A. Terreni  
P.O. Drawer 11649 (29211)  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**RE: In the Matter of Complaint of Sprint Communications Company, L.P.  
against PBT Telecom, Inc.  
Docket No. 2008-389-C**

Dear Mr. Terreni:

Enclosed for filing please find the Answer of PBT Telecom, Inc., in the above-referenced docket. By copy of this letter, I am serving a copy of this Answer on all parties of record.

If you have any questions or need additional information, please do not hesitate to contact me.

Best regards,

  
M. John Bowen, Jr.

MJBJR:ss

Enclosure

cc: Mr. L.B. Spearman  
William R. Atkinson, Esq.  
Parties of record

McNair Law Firm, P. A.  
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**Docket No. 2008-389-C**

Sprint Communications, L.P.,  
Complainant,  
v.  
PBT Telecom, Inc.,  
Defendant.

PBT Telecom, Inc. (“PBT”) respectfully submits this Answer to the Complaint of Sprint Communications, L.P. (“Sprint”). PBT answers the Complaint, and replies to the allegations set forth by Sprint in its Complaint, as follows:

## FOR A FIRST DEFENSE

5. PBT admits the allegations contained in Paragraph 4.

6. PBT admits the allegations contained in Paragraph 5.

7. Responding to the allegations contained in Paragraph 6, PBT admits that PBT and Sprint filed with the Commission the parties' negotiated Interconnection Agreement ("the Agreement") on October 13, 2008, which was assigned Docket No. 2008-389-C, and that the Commission issued a Directive on October 29, 2008, memorializing the vote to approve the Interconnection Agreement. PBT is without information or belief as to Sprint's "understanding" of the Commission's procedure with respect to approval of interconnection agreements.

8. To the extent that Paragraphs 7, 8, 9, and 10 quote or cite portions of the Interconnection Agreement, such matters speak for themselves and require no response from PBT.

9. With respect to the allegations contained in Paragraph 11, PBT admits that its counsel received a letter, dated January 21, 2009 ("Exhibit A"), from counsel for Sprint regarding the Interconnection Agreement. However, PBT denies the remaining allegations in Paragraph 11 and further denies all allegations presented in Exhibit A.

10. PBT denies all of the allegations contained in Paragraph 12.

11. PBT denies all of the allegations contained in Paragraph 13 and further denies that Sprint is entitled to the relief requested.

12. PBT denies that Sprint is entitled to the relief requested in its "WHEREFORE" clause in Paragraph 14 of the Complaint.

#### **FOR A SECOND DEFENSE**

13. PBT re-alleges Paragraphs 1-12 as if fully set forth herein.

14. The Complaint should be dismissed because Sprint has failed to state a claim upon which relief may be granted. Specifically, Sprint has failed to provide any proof that PBT

has refused to implement the parties' Interconnection Agreement. Sprint points to certain telephone calls and messages, along with email communications requesting scheduling of a telephone conference call, in attempting to show that PBT is not in compliance with the Agreement. It is Sprint, however, which has not complied with the terms and conditions of the Agreement. In Paragraph 10 of its Complaint, Sprint cites to Section 2.7 ("Facility Sizing") of the Interconnection Attachment to the Agreement and underlines language which specifies that trunks would be ordered via an "Access Service Request" ("ASR"). ASR is defined in Section 2.1 of the Agreement as follows:

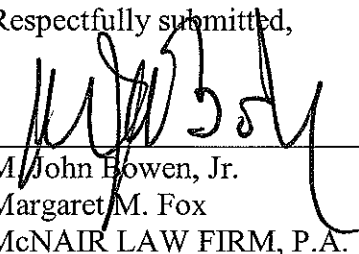
An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

The Agreement is clear in providing that it is the obligation and duty of the CLEC (in this case, Sprint) to submit the appropriate ASR in order to physically connect with PBT. To date, Sprint has not submitted the appropriate ASR to PBT. Telephone calls and email communications requesting the scheduling of a teleconference call are not appropriate alternatives to an ASR in establishing services or trunks for the purpose of interconnection.

PBT is willing to provide interconnection in accordance with the terms and conditions of the Agreement to the extent that Sprint submits an appropriate ASR. PBT is not attempting to unreasonably delay implementation of the Agreement, but, instead, is merely trying to ensure that the terms and obligations of the Agreement are followed by both parties. Once PBT has received the appropriate ASR from Sprint, it will respond in accordance with the terms and conditions of the Agreement. Sprint is free to include in the ASR any questions or inquiries it may have of PBT, and PBT will respond accordingly.

WHEREFORE, having fully answered the Complaint, PBT respectfully requests that this Commission dismiss Sprint's Complaint for the reasons stated herein and grant such other and further relief as is just and proper.

Respectfully submitted,



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ATTORNEYS FOR PBT TELECOM, INC.

March 24, 2009

Columbia, South Carolina.

